

# FLETCHER & SIPPEL LLC

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June 22, 2004

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JUN 23 2004  
RECEIVED

*Via Overnight (Next Business Day) Delivery*

Mr. Vernon A. Williams - Secretary  
Surface Transportation Board  
1925 K Street, N.W., Room 700  
Washington, DC 20006  
Attn: Recordations Office

RECORDATION NO. 24713-B FILED  
JUN 23 '04 2-34 PM  
SURFACE TRANSPORTATION BOARD

Dear Secretary Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are an original and two (2) certified copies of a Memorandum of Omnibus First Amendment to Loan and Security Agreement and Assignment of Rents and Lessor's Interest in Leases ("Memorandum"), dated as of June 3, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents. This document should receive Recordation No. 24713-B.

The names and addresses of the Memorandum are:

Debtor:	RELCO Finance, Inc. 113 Industrial Avenue Minooka, Illinois 60447
Secured Party:	LaSalle National Bank Association 135 South LaSalle Street Chicago, IL 60603

A description of the railroad equipment and leases covered by the Memorandum is set forth in the attachments to the enclosed Memorandum. A short summary of the document is to appear in the index as follows: Memorandum of Amendment to Loan and Security Agreement.

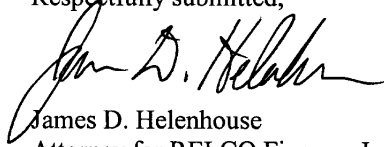
Enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board for the recordation of these documents.

## FLETCHER & SIPPEL LLC

Mr. Vernon A. Williams  
June 22, 2004  
Page 2

Please return the original and a stamped copy of the enclosed documents to me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James D. Helenhouse". The signature is fluid and cursive, with a large initial "J" and "H".

James D. Helenhouse  
Attorney for RELCO Finance, Inc.

JDH:dg  
Enclosures

RECORDATION NO. 24713-B FILED

MEMORANDUM OF OMNIBUS FIRST AMENDMENT **DEC 23 '04 2-34 PM**  
LOAN AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS  
AND LESSOR'S INTEREST IN LEASES SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF OMNIBUS FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES (this "Memorandum") dated as of June 3, 2004, is made by and between LaSalle Bank National Association, a national banking association, with an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("LaSalle Bank"), and Relco Finance, Inc., an Illinois corporation, with its chief executive officer and principal place of business at 113 Industrial Avenue, Minooka, Illinois 60447 (the "Borrower").

**WITNESSETH:**

- A. Borrower is the owner of the railroad locomotives and rolling stock in Exhibit A attached hereto and made a part hereof (the "Rolling Stock") and the assignee of the lessor's interest in the leases of such Rolling Stock, a description of which is attached hereto as Exhibit B and made a part hereof (the "Leases").
- B. Borrower has executed and delivered to LaSalle Bank a Loan and Security Agreement dated as of December 2, 2003 which was evidenced by a Memorandum of Loan and Security Agreement recorded at the Surface Transportation Board on December 4, 2003 with assigned primary recordation number 24713 (hereinafter referred to as the "Loan Agreement") and an Assignment of Rents and Lessor's Interests in Leases dated December 2, 2003 which was recorded at the Surface Transportation Board on December 4, 2003 with assigned secondary recordation number 24713-A (hereinafter referred to as "Assignment of Rents") herewith.

Borrower and LaSalle Bank have entered into an Omnibus First Amendment to the Loan Agreement and Assignment of Rents and Lessor's Interest in Leases dated as of June 3, 2004 (the "Amendment"), whereby, among other things, the parties (1) amended the Loan Agreement to supplement the Schedule of Rolling Stock attached thereto so that such Schedule included the Rolling Stock described above and (2) amended the Assignment of Rents to supplement the Schedule of Leases attached thereto so that such Schedule included the Leases described above.

IN WITNESS WHEREOF, Borrower and LaSalle Bank have caused this Memorandum to be executed under seal as of the date first written above.

RELCO FINANCE, INC.  
an Illinois corporation

By: Donald F. Bachman

Its: PRESIDENT

LASALLE BANK NATIONAL ASSOCIATION

By: Cheryl Shuck

Its: Assistant Vice President

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK     )

On this 3rd day of June, 2004, before me, a Notary Public of the County and State aforesaid, personally appeared Donald F. Bachman me personally known, who being by me duly sworn, says that he is the President of Relco Finance, Inc., an Illinois corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal.



Mary Alice Flavin  
Notary Public

My Commission Expires:

\_\_\_\_\_

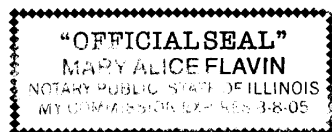
STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF COOK       )

I, Mary Alice Flavin, a notary public in and for said county, in the state aforesaid, do hereby certify that Craig Schuth, personally known to me to be the Asst-VP of LaSalle Bank National Association, a national banking association, and personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such Asst-VP, he signed and delivered the said instrument, as his free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

Given under my hand and seal this 3rd day of June, 2004.

My commission expires: \_\_\_\_\_

Mary Alice Flavin  
Notary Public



## **EXHIBIT A**

### **DESCRIPTION OF LOCOMOTIVES**

**LEASED LOCOMOTIVES (each number on this Exhibit A relates to the same number listed on Exhibit B):**

1. One (1) SW 1200 locomotive bearing reporting mark: JTPX 822.
2. One (1) CF-7 locomotive bearing reporting mark: NIS 2584.
3. One (1) GP-10 locomotive bearing reporting mark: DJPX 8319.
4. One (1) GP-38 locomotive bearing reporting mark: JTPX 2012.
5. One (1) GP 38-2 locomotive bearing reporting mark: JTPX 2011.
6. Two (2) GP-10 locomotives bearing reporting marks: JTPX 7548/PTRR 7548 and JTPX 7556/PTRR 7556.
7. One (1) SW 1200 locomotive bearing reporting mark: JTPX 1205.
8. One (1) SW 900 locomotive bearing reporting mark: JTPX 902.
9. One (1) SW 1200 locomotive bearing reporting mark: JTPX 1210.
10. One (1) SW 1200 locomotive bearing reporting mark: JTPX 1216.
11. Two (2) SD-9 locomotives bearing reporting marks: NIS 4355 and NIS 4431.
12. One (1) GP-7 locomotive bearing reporting mark: JTPX 2001.
13. One (1) GP-9 locomotive bearing reporting mark: FEC 655.
14. One (1) GP-9 locomotive bearing reporting mark: JTPX 7513/PTRR 7513.
15. One (1) SW 1200 locomotive bearing reporting mark: JTPX 1295/PTRR 1295.
16. One (1) SW 1200 locomotive bearing reporting mark: JTPX 1235.
17. One (1) SW 1200 locomotive bearing reporting mark: JTPX 1207, one (1) SW 1500 locomotive bearing reporting mark JTPX 1551, and one (1) SW 900 locomotive bearing reporting mark JTPX 907.
18. Three (3) GP-10 locomotives bearing reporting marks: MSRC 1011, MSRC 1047 and MSRC 1080.
19. One (1) GP-9 locomotive bearing reporting mark: JTPX 1803.

20. One (1) MP-15 locomotive bearing reporting mark: JTPX 1503; and One (1) NW-2 locomotive bearing reporting mark: JTPX 1214.
21. One (1) GP-9 locomotives bearing reporting mark: JTPX 1613; and one (1) GP-10 locomotive bearing reporting mark JTPX 8306/PTRR 8306.
22. One (1) SW 1200 locomotive bearing reporting mark: JTPX 1215; one (1) SW-1 locomotive bearing reporting mark JTPX 1263; and one (1) SW 900 locomotive bearing reporting mark: NIS 1992.
23. One (1) 65-ton locomotive bearing reporting mark: JTPX 101.
24. One (1) 45-ton locomotive bearing reporting mark: JTPX 100.
25. One (1) SW 1200 locomotive bearing reporting mark: JTPX 1211.
26. Two (2) MP-15 locomotives bearing reporting marks: JTPX 1501 and JTPX 1505.
27. One (1) SW 1200 locomotive bearing reporting mark: JTPX 1232.
28. Four (4) SD 40-2 locomotives bearing reporting marks: JTPX 3001, JTPX 3002, JTPX 3003, JTPX 3004.
29. Two (2) SW 900 locomotives bearing reporting marks: DJPX 8637 and DJPX 8720.
30. One (1) SW 1200 locomotives bearing reporting mark: JTPX 1204.

**INVENTORY LOCOMOTIVES:**

<b>Unit Number</b>	<b>Type</b>	<b>Location</b>	<b>No. of Units</b>
JTPX 1218	SW-1200	Connersville, IN	1
NIS 7019	SW-1200	Houston, TX @ Transglobal	1
JTPX 1201	SW-1200	Connersville, IN	1
WC 1236	SW-1200	Connersville, IN	1
WC 1237	SW-1200	Connersville, IN	1
JTPX 1262	SW-1200	Houston, TX	1
JTPX 1268	SW-1200	Houston, TX	1
DJPX 499	SW-1200	Houston, TX	1
JTPX 1203	SW-1200	Lorain, OH	1
JTPX 1206	SW-1200	Lorain, OH	1
OMS 64 / JTPX 1217	SW-1200	Cacye, SC	1
NDEM 9272 / JTPX 2005	GP-38-2	Wood River, IL	1
NDEM 9290 / JTPX 2006	GP-38-2	Wood River, IL	1
NDEM 9291 / JTPX 2007	GP-38-2	Wood River, IL	1
NDEM 9214 / JTPX 2009	GP-38-2	Wood River, IL	1
NDEM 9254 / JTPX 2008	GP-38-2	Wood River, IL	1
ISG 347 / JTPX 910	SW-900	Connersville, IN	1
ISG 345 / JTPX 909	SW-900	Connersville, IN	1
ISG 100 / JTPX 908	SW-900	Connersville, IN	1
JTPX 1802	GP-11	Connersville, IN	1
JTPX 1344	GP-7	Connersville, IN	1
JTPX 1504	MP-15	Chicago Heights, IL	1
JTPX 1550	SW-1500	Connersville, IN	1
			<b>23</b>



**EXHIBIT B**  
**DESCRIPTION OF LEASES**

1. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Agrium, Inc. dated as of January 9, 2002, and as subsequently amended by agreement dated December 3, 2002.
2. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Auto Warehousing Company dated as of May 14, 2003.
3. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Auto Warehousing Company dated as of January 19, 2000, and as subsequently amended by agreement dated May 14, 2003.
4. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Big Eagle Rail, LLC dated as of August 31, 2001, and as subsequently amended by agreement dated October 21, 2002 and September 24, 2003.
5. By and between The David J. Joseph Company and Big Eagle Rail, LLC dated as of October 16, 2003.
6. By and between The David J. Joseph Company (as assignee of P.T. Railroad Services, LTD.) and Columbia Grain International, Inc. dated as of October 10, 1998, and as subsequently amended by agreement dated September 17, 2003.
7. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Dana Corporation dated as of August 11, 2000.
8. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Dana Corporation dated as of December 18, 2001.
9. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and The David J. Joseph Company dated as of May 1, 2003.
10. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Dynegy Midstream Service with Dynegy Holdings, Inc. as Guarantor dated as of January 23, 2002.
11. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) (as assignee of Nevada Industrial Switching, Inc.) and ECDC Environmental, L.C. dated as of April 30, 1999 and as subsequently amended by agreement dated October 9, 2002.)
12. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Gavin Rail Services, LLC dated as of May 27, 2003.
13. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Inter-Rail Transport, Inc. dated as of May 27, 2003.

14. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) (as assignee of P.T. Railroad Services, LTD.) and Kinder Morgan Bulk Terminals, Inc. dated as of June 1, 2000.
15. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) (as assignee of P.T. Railroad Services, LTD.) and Kinder Morgan Bulk Terminals, Inc. dated as of November 1, 2000.
16. By and between The David J. Joseph Company and Lehigh Southwest Cement Company dated as of April 20, 2004.
17. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and M&G Polymers USA, LLC dated as of March 4, 2002, and as subsequently amended by agreement dated December 3, 2002, October 24, 2003, and January 30, 2004.
18. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Meridian Southern Railway, LLC dated as of March 24, 2000.
19. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and New Boston Rail Services, Inc. dated as of May 27, 2003.
20. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Tube City, Inc., d/b/a Olympic Mill Services dated as of June 21, 2001.
21. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) (as assignee of P.T. Railroad Services, LTD.) and Portland Bulk Terminals, LLC dated as of March 27, 2000, and as subsequently amended by agreement dated December 6, 2000 (addendum) and May 1, 2002 (proposal letter only, not yet a binding lease amendment).
22. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Ramp Management, LLC dated as of February 20, 2003, as amended March 3, 2004.
23. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Rescar, Incorporated dated as of November 9, 2001, as amended by Amendment No. 1, dated May 3, 2002.
24. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Rescar, Incorporated dated as of October 25, 2002.
25. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Rescar, Incorporated dated as of April 18, 2001, as amended by Amendment No. 1 dated February 9, 2004.
26. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Rescar, Incorporated dated as of September 6, 2001, as amended by Amendment No. 1 dated May 21, 2004.

27. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Respondek Railroad Corporation dated as of November 12, 2002, as amended by Amendment No. 1 dated January 28, 2003 and Amendment No. 2 dated May 7, 2004.
28. By and between Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Transglobal Solutions, Inc. dated as of July 12, 2002.
29. By and between The David J. Joseph Company and Vopak Logistics Services USA dated as of January 13, 2004.
30. Joseph Transportation Services, Inc. (n/k/a The David J. Joseph Company) and Western Metals Recycling, L.L.C. dated as of December 20, 2001, as amended by Amendment No. 1 dated April 23, 2004.

Note: Each number on this Exhibit B corresponds to the locomotives under the same number of Exhibit A.